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PURCHASE MONEY

## Deed of Trust

5671  
JOBW#16369

THIS DEED OF TRUST made this 8th day of February, A.D., 1974,

by and between DONALD L. McDORMAN and DOROTHY C. McDORMAN, his wife,

parties of the first part, and WALTER L. GREEN and ELLIS M. JONES, Trustees, parties of the second part.

WHEREAS, said parties of the first part

are justly indebted unto the METROPOLITAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF BETHESDA, a corporation organized and existing under the laws of the United States of America, in the sum of

THIRTY THREE THOUSAND and NO/100 - - - - - Dollars (\$33,000.00),  
for which amount they have made and delivered their one certain promissory note bearing even date herewith, whereby for value received they jointly and severally promise to pay to the METROPOLITAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF BETHESDA, at its office in Bethesda, Maryland, or at such other place as the holder hereof may designate in writing, the sum of

THIRTY THREE THOUSAND and NO/100 - - - - - Dollars (\$33,000.00),  
together with interest at the rate specified in said note and conditions therein agreed to, calculated monthly on the unpaid balance, said principal and interest to be paid in monthly installments of

TWO HUNDRED FORTY TWO and 22/100 - - - - - Dollars (\$242.22),

beginning on the first day of March, 1974, and a like amount on the first day of each and every month thereafter until paid in full, any delinquent payments of principal or interest to bear interest at the agreed rate until paid; and

WHEREAS, said note provides that in addition to said monthly payments, the makers will pay to said Association monthly during the time that the indebtedness remains unpaid, an amount equal to one-twelfth ( $\frac{1}{12}$ ) of the annual taxes, assessments and insurance premiums on the property on which the note is secured. No interest shall be payable to makers on said funds, which shall be held in any manner the Association selects and which may be commingled with other monies held by the Association.

In the event title to the property conveyed hereby shall become vested in anyone other than the parties of the first part herein, then and in that event, the entire unpaid balance of the aforesaid principal sum and interest accrued thereon shall, at the option of the holder of the note hereby secured, immediately become due and payable. As an alternative to declaring the entire remaining indebtedness immediately due and payable, the holder reserves the right to charge a fee of 1% of the unpaid balance of the loan for the purpose of defraying expenses incident to handling such transfer on its records; however, this shall not operate as a novation nor shall it release or affect the liability of the original makers and any endorsers of this note.

WHEREAS, said note provides that the said Association may, at its option, advance such amounts as may be necessary to pay taxes, assessments and all insurance premiums on the property (including premiums on any life insurance policies wherein the Association is the beneficiary and which are held by the Association as additional collateral) on which the note is secured and any such amounts so advanced shall be added to the unpaid balance of the said indebtedness and shall be due and payable at the option of said Association on demand, and further provides that this loan may be prepaid, in whole or in part, in an amount of not less than one monthly installment of principal provided that two month's advance interest at the then current rate, may be charged on that part of the aggregate amount of all prepayments made in any twelve month period which exceeds thirty-three and one-third per cent ( $33\frac{1}{3}\%$ ) of the original principal amount of the loan as a consideration for the acceptance of such prepayment, provided that no such charge may be imposed after the expiration of three (3) years from the date hereof. Said note further providing that in the event of failure of the said makers to pay any monthly installments when due, or to pay upon demand any money advanced in accordance with said note or the deed of trust securing same, the said Association shall have the right to declare the entire remaining indebtedness immediately due and payable, and that in case of default, the said makers agree to pay all expenses, including reasonable attorney's fees, title run-down and appraisal costs that may be incurred in collecting the said note, or any unpaid portion thereof; said note containing a waiver of the benefit of homestead exemption and a Certificate of Identity signed by a Notary Public; and

WHEREAS, the parties of the first part desire to secure the prompt payment of said debt and interest thereon and all proper charges provided for therein when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable attorney's fees incurred or paid by the said parties of the second part or substitute trustee or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof, and the performance of any of the terms, agreements, conditions and covenants contained in these presents;

It is agreed that prior to the execution and delivery of any partial or complete release of this deed of trust, each trustee acting hereunder shall be entitled to receive the sum of \$15.00, plus 50¢ notary fee; said sum to be in addition to any reasonable legal fee incurred by said trustee(s) in connection with the execution and delivery of such release.